

INVITATION FOR BIDS FOR LCD MONITORS



**LEGISLATIVE COUNCIL SERVICE
411 STATE CAPITOL
SANTA FE, NEW MEXICO 87501**

(505) 986-4600

Issue date: August 19, 2011

Contact:
Mark Guillen

NOTICE

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

NOTICE OF INVITATION FOR BIDS

Competitive sealed bids for purchase and delivery of LCD Display Monitors for the New Mexico Legislature will be received by the Legislative Council Service, Suite 411, State Capitol, Santa Fe, by August 29, 2011, 2:00 p.m.

Copies of the invitation for bids (IFB) can be obtained in person at the Legislative Council Service, Suite 411, State Capitol, Santa Fe, New Mexico 87501; on the legislature's web site at <http://www.nmlegis.gov> or by mail upon written or electronic media (email) or telephone request to Mark Guillen at (505) 986-4600 or mark.guillen@nmlegis.gov.

Department Director:

/s/ _____
Mark Guillen

Date: _____

[For LBS Use Only]

Newspaper: Albuquerque Journal
Newspaper: Santa Fe New Mexican

Publish: _____
Publish: _____

P.O. No. _____
P.O. No. _____

1. INTRODUCTION

The Legislative Council Service (LCS), for the Legislative Information Services (LIS) Department, invites bidders to submit bids in accordance with the outlines and specifications contained in this IFB. This IFB contains specific requests for information. In responding to this IFB, bidders are encouraged to provide any additional information they believe is relevant.

The purpose of this procurement is to select a Contractor to provide LCD Display Monitors for the New Mexico Legislature. See the Scope of Work for specifications and additional requirements.

2. SEQUENCE OF EVENTS

<u>Event</u>	<u>Date</u>
A. Release of IFB	August 19, 2011
B. Submission of Bids	August 29, 2011
C. Evaluation of Bids and Selection	August 31, 2011

The selection date is subject to extension at the discretion of the LCS. The effective date of the Contract is tentative; it is dependent on the selection date and the length of time for processing the Contract.

The events identified in the schedule above are briefly described below.

A. Release of IFB. This IFB will be advertised in two newspapers of general circulation pursuant to Sections 13-1-104 and 13-1-113 NMSA 1978. Prospective bidders may request an IFB, preferably via electronic mail or by phone, or obtain the IFB on the Legislature's web site at <http://www.legis.state.nm.us>. Any questions about the IFB are to be directed to Mark Guillen at the office of the Legislative Information Services, 411 State Capitol, Santa Fe, New Mexico 87501 or by telephone at (505) 986-4640 or email at mark.guillen@nmlegis.gov.

B. Submission of Bids. One sealed, signed copy of the Bid Form and supporting documentation shall be submitted to the LCS at Suite 411 in the State Capitol. Bids shall be in the format specified in Paragraph 5 of this IFB and signed by the authorized representative of the bidder. See Attachment A for "Bid Form".

The deadline for receipt of sealed bids by the LCS is 2:00 p.m., August 29, 2011. Bids will be time-stamped upon receipt.

All bids shall be submitted in sealed envelopes marked "**Bid for LCD Monitors**".

Bids shall be addressed to:

Raúl E. Burciaga, Director
Legislative Council Service
411 State Capitol
Santa Fe, NM 87501

C. Sealed Bids. A bid may be modified by a bidder prior to the deadline for submission of bids by delivery of a written modification to the above address. The sealed envelope shall be marked "**Modification to Bid for LCD Monitors**" and list the name and address of the bidder.

A bid may be withdrawn prior to the deadline for submission of bids by delivering written notice or by telephone notification to LCS Director Raúl E. Burciaga, attention: Mark Guillen.

Any bid or modification received after the deadline for submission of bids will be considered late. Unless a late bid is the only one received, no late bid or late modification will be considered unless it would have been timely but for the action or inaction of the LCS. Time limits will not otherwise be waived.

Bids will be opened publicly at 2:00 p.m. on August 31, 2011 in Room 411, LCS Conference Room, of the State Capitol.

D. Evaluation of Bids. Bids will be evaluated by the LCS and LIS staff using the criteria listed in Paragraph 7 of this IFB. During the evaluation process, the LCS or LIS may seek clarification from bidders, but will **NOT** negotiate with bidders.

E. Selection of Bidder. The Contractor selected to perform the work and those contractors not selected will be notified in writing by the LCS. Selection does **NOT** constitute an obligation to contract with the successful bidder.

3. AMENDMENTS TO IFB

Amendments (addenda) to this IFB shall be in writing and shall be mailed electronically or by the United States Postal Service to all individuals who received the IFB. Amendments shall be distributed with sufficient time to allow bidders to consider the amendments in preparing their bids. If necessary, the deadline for submission of bids will be extended by an amendment.

The written acknowledgment form mailed with the amendment shall be completed by the bidder and submitted with the bid as evidence of receipt of the amendment or shall be noted on the Bid Form.

4. CANCELLATION OF IFB — REJECTION OF BIDS

The LCS reserves the right to cancel this IFB at any time and for any reason.

Any bid may be rejected in whole or in part when it is in the interest of the LCS to do so. The LCS shall not be responsible for the payment of any costs incurred by the bidder in the preparation or submission of a bid.

The issuance of this IFB, the receipt of bid or the selection of a bidder in no manner obligates the LCS to the eventual purchase of services. This process is solely at the discretion of

the LCS and may be terminated without penalty or obligation at any time prior to the signing of a written contract.

5. BID FORMAT

Bidders shall use the Bid Form (Attachment A) and include the following additional information in their bid:

A. Description of Equipment. The bidder shall provide specifications for its product that meet or exceed the specifications requested in the Scope of Work.

B. Related Experience and Qualifications. The bidder shall include in the bid prior experience and qualifications related to accomplishing the Scope of Work; and list at least three contact names and phone numbers of prior clients, including government clients, if appropriate, that may be called for references.

6. SCOPE OF WORK

A. The Contractor shall be able to provide and deliver 73 LCD Display Monitors with specifications equal to or better than the following to the LCS by September 30, 2011:

22" LCD display

Black frame

Widescreen 16 x 9 image aspect ratio - 1920 x 1080 resolution

Signal input: DVI-D, VGA

Built-in stereo speakers

Viewable screen size at least 21.5"

Tilt adjustable screen with stand

Power AC 120/230 V (50/60 Hz)

ENERGY STAR qualified

3-year manufacturer warranty

Compatible with Windows 7

B. The Contractor shall be able to provide additional LCD Display Monitors meeting or exceeding the minimum specifications at the per unit price for the initial term of the Contract.

7. EVALUATION

The lowest responsible bidder whose bid is most advantageous to the LCS shall be selected to perform the services. The following factors shall be evaluated:

- resident business or resident manufacturer certification (used for bid award purposes only);
- price;
- factors noted in Paragraph 5 of this IFB;
- related experience and references; and
- ability to deliver the services in accordance with the needs of the LIS.

8. CONTRACT TERMS AND CONDITIONS

The Contract between the LCS and a successful bidder shall contain substantially the following terms and conditions. By submitting the Bid Form, the bidder agrees to these terms and conditions.

A. Scope of Work. This portion of the Contract will be drafted following the selection of an individual to perform the services. It will incorporate the Scope of Work of this IFB and the description of products from the bidder's bid.

B. Compensation. The compensation shall not exceed the per unit price limit specified in the Contract. The Contractor shall be able to provide LCD Display Monitors meeting or exceeding the minimum specifications at the per unit price for the initial term of the Contract. The Contractor shall not be reimbursed by the LCS for applicable New Mexico gross receipts taxes. The payment of taxes for any money received under the Contract shall be the Contractor's sole responsibility.

C. Term. The Contract shall be effective on the date that the last of the parties to the Contract signs the Contract and will terminate one year following that date, as set forth in the Contract, unless the Contract is extended by mutual agreement of the parties. The initial term of the Contract and all extensions shall not exceed a total of four years.

D. Termination. The Contract may be terminated by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

E. Status of Contractor. The Contractor is an independent contractor performing services for the LCS and is not an employee of the State of New Mexico. The Contractor shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the state by virtue of the Contract.

F. Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.

G. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the LCS.

H. Records and Audit. The Contractor shall maintain detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

I. Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its employees and the state from all liabilities, claims and obligations arising from or under the Contract.

J. Authority. The Contractor agrees not to purport to bind the state to any obligation not assumed in the Contract by the state, unless the Contractor has express written authority from the LCS to do so, and then only within the strict limits of that authority.

K. Conflict of Interest. The Contractor shall warrant that the Contractor has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the Contract. The Contractor shall further warrant that the Contractor will not violate the provisions of Section 10-16-8 or 10-16-13 NMSA 1978 by entering into the Contract.

L. Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

M. Merger. The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning the subject matter. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

N. Applicable Law. The Contract shall be governed by the laws of New Mexico.

O. Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made to the LCS by the New Mexico Legislature. If sufficient appropriations and authorization are not made by the Legislature, the Contract shall, notwithstanding the provisions of any other section of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations and authorization are made shall be accepted by the Contractor and shall be final.

P. Notice. The Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

Q. Equal Opportunity Compliance. The Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to, discrimination under any program or activity performed under the Contract. If the Contractor is found not to be in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

Attachment A

BID FORM

Bidder:	This Bid is submitted to:
	Legislative Council Service
	Suite 411, State Capitol
	Santa Fe, NM 87501
	Attn: Raúl E. Burciaga, LCS Director

1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into contract with the LCS in the general form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the IFB for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.0 The Bidder accepts all of the terms and conditions of the IFB and other Bidding Documents. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.

3.0 The Bidder will complete the Work for the following price, which does not include any gross receipts tax in the price. Gross receipts taxes shall be paid by the Contractor.

4.0 Bids shall be presented in the form of a per unit price and a total price for the initial shipment of equipment to be provided pursuant to this IFB.

Equipment Description	Quantity	Per Unit Price	Total Price

Total: _____

5.0 The Bidder agrees that:

A. The initial shipment of products to be provided under this Contract shall be delivered by September 30, 2011, unless the delivery date is extended by the LIS. Thereafter, delivery of equipment shall be within 30 days of a product order by the LIS.

B. It is understood that the LCS reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Bidder:

By: _____ Date: _____

(Authorized Signature)

doing business as: _____

Business address: _____

Telephone: (____) _____ Fax: (____) _____ Email: _____

BIDDER MUST FILL IN THE FOLLOWING (If none, write none)			
NM License No.		Resident Business Preference No.	